

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
CORPUS CHRISTI DIVISION**

**AMERICAN TOWERS LLC AND  
AMERICAN TOWER MANAGEMENT,  
LLC,**

**Plaintiffs,**

**vs.**

**MARY HELEN LOPEZ,**

**Defendant.**

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**NO: 2:16-cv-00424**

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**PLAINTIFFS' ORIGINAL ANSWER TO COUNTERCLAIM**

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Plaintiffs American Towers LLC and American Tower Management, LLC ("Plaintiffs") file this Original Answer to Counterclaim, under Rules 8 and 9, Fed. R. Civ. P., and state:

**ANSWER**

1. With regard to the allegations in Paragraph 4 of the Counterclaim, Plaintiffs admit Defendant was obligated to pay a licensing fee. Plaintiffs deny all remaining allegations.

2. The allegations in Paragraph 5 of the Counterclaim do not require a response. To the extent a response is required, Plaintiffs deny the allegations.

**A. Breach of Contract**

3. Plaintiffs deny the allegations in Paragraph 6 of the Counterclaim.

**B. Constructive Eviction**

4. Plaintiffs deny the allegations in Paragraph 7 of the Counterclaim.

5. The allegations in Paragraph 8 of the Counterclaim do not require a response. To the extent a response is required, Plaintiffs deny the allegations.

6. Plaintiffs deny the allegations in Paragraph 9 of the Counterclaim.

7. With regard to the allegations in Paragraph 10, Plaintiffs deny that Defendant is entitled to recovery of attorneys' fees, costs, or damages from Plaintiffs.

8. Plaintiffs deny the allegations in Paragraph 11 of the Counterclaim. In particular, Plaintiffs' claims are barred because Plaintiffs failed to comply with the requisite notice provisions set forth in the lease agreements.

9. Plaintiffs deny the allegations in Paragraph 12 of the Counterclaim.

10. All Defendant's allegations not specifically responded to above—and for which a response is required—are denied.

Plaintiffs further deny all allegations and requests for relief set forth in the prayer.

### **DEFENSES**

Plaintiffs assert the following defenses to Ms. Lopez' counterclaim:

- 1) The Counterclaim fails to state a claim upon which relief can be granted.
- 2) The Counterclaim is barred by Lopez' prior material breach.
- 3) The Counterclaim is barred, in whole or in part, to the extent Ms. Lopez could reasonably have mitigated any alleged damage.
- 4) The Counterclaim is barred by the doctrine of unclean hands.
- 5) The Counterclaim is barred, in whole or in part, by the express or implied terms of a written agreement(s).
- 6) The Counterclaim is barred, in whole or in part, by estoppel and/or quasi-estoppel, in all of its forms.
- 7) The Counterclaim is barred, in whole or in part, by laches.
- 8) The Counterclaim is barred, in whole or in part, by waiver.

- 9) The Counterclaim is barred, in whole or in part, by the doctrine of accord and satisfaction.
- 10) The Counterclaim is barred, in whole or in part, by the doctrine of ratification.
- 11) Ms. Lopez' attorneys' fees are not recoverable, reasonable or necessary.

**PRAYER**

WHEREFORE, Plaintiffs respectfully request that, upon final trial or hearing, the Court enter a take-nothing judgment on the counterclaims, award Plaintiffs their reasonable and necessary attorneys' fees, costs, and expenses, and grant Plaintiffs such additional and further relief as to which they may show themselves to be justly entitled.

Respectfully submitted,

By: /s/ Jason R. Marlin

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**COUNSEL FOR PLAINTIFFS**

**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of this *Original Answer to Counterclaim* was served on Defendant via ECF on March 10, 2017.

/s/ Jason R. Marlin